



## REQUEST FOR PROPOSAL (RFP)

### Construction/Repair of Monitoring Wells and Professional Geologic and Hydrogeologic Services

**RFP Number:** 12-0003 **Contracting Officer:** Susan Dugan, CPPB  
**Proposal Due Date:** February 1, 2012 **Pre-Proposal Conference Date:** Not Applicable  
**Proposal Due Time:** 3:00 p.m. **RFP Issue Date:** January 11, 2012

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**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

**Company Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Section 1.1 Purpose**

The purpose of this solicitation is to retain a consultant to provide new monitor well installation, repairs to existing monitor wells and professional geologic and hydrogeologic services, monitoring well design, monitoring plan design, contamination assessments, field testing, Standard Penetration Tests (SPT's), Shelby Tube samples, direct-push studies and similar related tasks in conjunction with the County's needs.

**Section 1.2 Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Dugan, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Responsiveness and completeness of written proposal to these instructions with regards to the scope of services;
3. Proposed cost/fee schedule;
4. Reports from direct and indirect references;
5. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable

**Section 1.5: Term of Contract - Upon Delivery**

This contract shall be effective immediately following the date of execution by the County and remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term. The unit prices shall be effective for all Work Orders throughout the life of this contract. Any proposed services that are not included in this contract shall not exceed what is reasonable and customary rate for this area.

**Section 1.6 Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional twelve (12) month periods under the same terms and conditions on a year-by-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request to receive from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised, only when such continuation is clearly in best interest of the County.

**Section 1.7 Method of Payment**

Each individual work order/assignment shall outline the specific method of payment.

These invoices shall be submitted to the Public Works Department, unless otherwise specified. The invoices shall reflect the type of service provided to the County. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance (Purchases Over \$25,000)**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor

must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000

Disease-Policy Limit

\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_

Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

### **Section 1.9 Bonds**

A Bid Bond is not required for this solicitation.

Other bonding requirements will be outlined by the County at the time each individual work order/assignment is agreed upon.

### **Section 1.10 Delivery and Liquidated Damage Requirements**

Delivery and/or liquidated damage requirements will be outlined by the County at the time each individual work order/assignment is agreed upon.

### **Section 1.11 Acceptance of Services**

Each work order/assignment shall be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions. There may be other acceptance requirements which will be outlined at the time each individual work order/assignment is agreed upon.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

### **Section 1.12: Warranty**

Warranty requirements will be outlined by the County at the time each individual work order/assignment is agreed upon.

### **Section 1.13 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County

Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### **Section 1.14: Completion Requirements for Request For Proposal (RFP)**

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

### **Section 1.14.1 Proposal Submittal**

The following items shall be included and submitted with your proposal:

Tab A. RFP Coversheet completed.

Tab B. Firm Profile

1. Completed Firm Profile Form
2. Team Composition Form – Attach a copy of the firm's license to business in the State of Florida, a copy of each person's current State of Florida Board of Professional Regulation License and a copy of the well drilling license. Addition resumes and/or information about the individuals proposed on this team may be attached.
3. Sub Contractor Form – List all proposed sub contractors. If the well drilling is being sub contracted, a copy of the well drilling sub contractor license must be attached.

Tab C. Equipment List Form

Tab D. Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)

Tab E. Completed Volume of Work Form

Tab F. Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached.



- Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab H. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.
- Tab I. Litigation. Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization's activities.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

**Section 1.15 Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.16 Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

## **SCOPE OF SERVICES**

### **Section 2.1 Introduction**

The County has a need to establish a contract for new monitor well installation and repairs to existing monitor wells. The term well may include but not be limited to landfill and other monitoring wells, landfill gas vents and probes and piezometers. Related services may also include, but not be limited to, professional geologic and hydrogeologic services, monitoring well design, monitoring plan design, contamination assessments, field testing, Standard Penetration Tests (SPT), Shelby Tube samples, direct-push studies and similar related tasks. This work will be accomplished at the County's landfills and other locations.

The monitoring wells are used for ground water quality sampling and analysis and for water level measurements. They shall be constructed according to the specifications described in this scope of work and the well construction requirements and guidelines of the County. Easements for access to drilling sites, where required, will be obtained by the County. The Contractor shall be responsible for locating all underground utilities. The Project Manager or his designee will accompany the Contractor to all sites for an initial visit and will be available to consult with the Contractor during field operations to determine well/boring depth and other matters that may arise.

Most wells will be completed in unconsolidated sediments of the surficial or intermediate aquifers but some could be into the limestone of the Floridian aquifer. The number of wells to be constructed will depend on the monitoring requirements of the County. When drilling at landfills there is a possibility of encountering buried trash.

All new well installations shall be done under the direct supervision of, and all documents shall be signed and sealed by a Professional Geologist.

The Contractor shall notify the Project Manager or his designee prior the start of any field operations.

### **Section 2.2 Qualifications**

The Contractor shall be legally qualified and licensed in the State of Florida to practice Geology and to install water wells in the State of Florida. Contractor shall also have substantial experience in hydrogeologic and contamination assessment studies, SPT borings and installation and repair of ground water monitoring water wells at landfills. If the Contractor is licensed to practice only Geology, an approved licensed monitor well drilling sub-contractor may be used to meet the well drilling requirements. The Professional Geologist shall maintain a current professional license throughout the term of any awarded contract.

### **Section 2.3 Monitor Well Construction Specifications**

The monitoring wells shall be constructed accordingly as specified by the County and consistent with all applicable Water Management District and FDEP requirements. Well construction shall

allow monitoring of the intended zone while not allowing the movement of water into the zone being monitored from surface, underlying, or overlying sources. Test borings and wells shall be performed and completed in such a manner as to prevent vertical migration of possible contaminants between zones/aquifers.

The new wells should be sufficiently plumb and straight so that sampling equipment can be installed or utilized. The monitoring wells shall be constructed, grouted and/or sealed to ensure that a representative sample can be obtained from the intended zone and to protect the resource from contamination.

After development, all wells shall produce water with turbidity less than 20 NTU, and at a sufficient rate and volume to produce a viable sample for analysis.

The Contractor is to furnish all labor, materials, tools, equipment, and contaminant- free water used for repairs, soil sampling, well construction and well development.

The Contractor shall be responsible for any applicable licenses and permits required to perform the work. The Contractor shall also be responsible for checking for utilities at all sites and assuring that these utilities will not be damaged or create a hazard during the drilling operation.

The Contractor shall supply a Professional Geologist, licensed in Florida, to direct all work under this contract including but not limited to preparing drilling logs, directing drilling, recommending total depth and screen locations of wells and preparing hydrological reports on drilling activities. The Contractor's Geologist, hereafter referred to as the Geologist, shall be an active participant in the well design, construction and drilling activities and shall be responsible for safety and following sound monitor well construction principles.

The Contractor shall take all reasonable precautions to avoid contamination of each well, cross-contamination between wells, and of the surrounding site. The use of fuels, lubricants, and other materials and chemicals necessary for drilling operations shall be closely monitored. No waste fluids, rubbish, or other foreign materials shall enter the well or be discarded on the ground without specific approval from the County. All equipment, including direct-push equipment shall be steam cleaned prior to coming on site and between each hole/well.

Upon completion of each well the Contractor shall be responsible for restoring the site as nearly as possible to its original condition, including the removal of bore hole sediments, rubbish, and excess or spilled materials resulting from, or used during the drilling operations and re-sod if required.

The water used for drilling and decontamination purposes and the tanks used for the transport of the water shall be clean and contaminant free. It is the responsibility of the Contractor to obtain a source for all clean water needed for drilling and decontamination operations at all well locations.

If required by the County, prior to well construction an SPT boring shall be performed for split spoon and Shelby Tube sampling. The Geologist supplied by the Contractor shall personally

supervise the drilling of this test hole. Split spoon samples 2 feet in length will be taken at a minimum of 5-foot intervals to determine screen placement. Recommendations on the number of split spoon samples collected and analyzed may be recommended by the Geologist to the Project Manager or his designee. During the drilling of each SPT boring, formation samples shall be collected and placed in suitable containers. Samples shall be described by the Geologist using the Unified Soil Classification System. Permeability testing will be conducted on any confining unit encountered as required, and grain size analysis will be performed for zones where well screens are likely to be placed. The Contractor shall be responsible for the safe storage of the formation samples until accepted by the Project Manager. Each container shall be clearly and indelibly labeled with the following information: site name, boring identification, depth interval represented by the sample and date sample was taken. Sites that already have adequate well log data may not require test borings.

The Contractor shall abandoned all SPT and other test holes after completion with grout pumped from the bottom of the hole back to the surface unless they are to be utilized for the monitoring well.

The total depth, filter pack size, screen slot size and screen length for the monitor wells shall be recommended by the Geologist based on information from the test hole, grain size analysis, available well logs and other information. The Project Manager shall make the final determination of depth and screen placement. Approval of these recommendations by FDEP is generally required prior to monitor well installation.

Drilling method will be determined by the Project Manager in consultation with the Geologist. The preferred method for drilling the monitoring wells is the hollow stem auger for shallow wells and mud rotary for Floridian aquifer wells. Direct-push technology and other options may also be approved. A temporary casing may be required to prevent vertical migration of possible contaminants.

New 2 or 4 inch, Schedule 40, threaded PVC casing, PVC "Vee-Wire Monitoring Screen", "Schumasoil" high density porous polyethylene well screen or other product approved by the Project Manager, shall be used for well construction. The Project Manager must approve any equivalent products prior to installation. A 10 to 20-foot screen will generally be used depending on monitoring requirements and formation. The Geologist shall recommend screen slot or porosity and obtain approval from FDEP, if required.

Prior to installation, all casing and screen material shall be steam cleaned with contaminant free water. Casing lengths shall be flush threaded with a watertight seal so that the resulting joint has the same structural integrity as the casing itself. Solvents or PVC glue shall not be used. The wells shall be cased from 36 inches above land surface to the top of the screen unless otherwise specified. Screen or open-hole lengths will be determined based on field conditions and monitoring requirements.

The filter pack and bentonite seal shall be placed so that no bridging occurs. The filter sand around the screen shall extend from the bottom of the borehole to approximately 2 feet above the top of the screened interval. Approximately 2 to 3 feet of bentonite pellets shall be used as a seal

placed on top of the filter pack and then compacted. If this interval is above the water table fine sand shall be used as a seal.

Type I Portland cement grout shall be emplaced by the tremie method from above the seal to no closer than 2-feet below the surface. The minimum thickness of grout between the outer casing and the annular wall shall be 2 inches. The grout shall be placed in such a manner as to ensure the entire filling of the annular space in one continuous operation.

Unless otherwise specified in writing the well PVC casing shall extend 36 inches above the land surface and be covered with a vented PVC cap. A loosely fitting slip cap shall be used unless a threaded cap is specified. A protective aluminum cover with lockable top shall be installed around the PVC well casing after the grout has cured, generally 24 to 48 hours. The aluminum protective cover shall have a locking cap that slips down over the protective cover. The cap design shall not use a hinge. The thickness of the aluminum in the cover shall be no less than 1/8-inch. The County will provide all locks. The protective cover shall be *IES Drilling Supplies* brand (anodized inside and outside, T-60/63 Aircraft aluminum, bend strength 2000 lbs, Schedule 10 thickness, .125" wall) or equivalent with a slip over top. The Project Manager must approve all equivalent products.

This protective cover shall be steamed cleaned thoroughly with contaminant free water prior to installation and shall be installed in a plumb position. The protective cover shall allow easy access to the well casing and allow easy removal of the casing cap. The top of the protective cover shall extend approximately 6-inches above the top of the PVC cap. The aluminum cover shall have a small drain hole near the cement pad so that water can drain and not accumulate inside the protective cover.

The space between the protective aluminum cover and the PVC casing shall be filled to within 2-inches of the top of the casing with clean sand. A cap on top of the casing shall be used during placement of the sand in order to not introduce sand into the well.

A 4 foot by 4 foot, 6-inch thick concrete pad shall be constructed around the well to support the protective cover. The pad shall be installed such that the well is in the center of the pad. The pad shall slope away from the cover to allow for drainage. The well name shall be permanently affixed to the concrete pad.

Well development shall be performed prior of acceptance of the well. Water produced during landfill well development may be adequately treated by the onsite leachate collection system. Contractors shall propose and submit a written contingency plan for disposing of water developed from wells that may not be appropriate for disposal by the onsite system. All development water will be containerized until waste characterization is finalized. A surge block shall be used alternately with a pump and/or bailer so that material that has been agitated and loosened by the surging action is removed. Each well shall be developed by this cycle of surging and pumping/bailing until the water is clear and sediment free. Using compressed air for development is prohibited due to the potential for air to enter the filter pack. Surging procedures shall be employed to loosen bridges and move material toward the well intake. The surge block assembly shall be of sufficient weight to free-fall through the water in the borehole and create an

outward surge. The surge block shall permit some of the fluid to bypass the block on the downward stroke around the perimeter of the surge block and/or through a bypass valve. The surge block shall be lowered to the top of the well screen, if below the water level, and operated in a pumping action with a typical stroke of about 3 feet. The surging shall start at the top of the well screen and incrementally and gradually move downward to the bottom of the screened interval. Surging at each incremental depth shall be initially gentle, with the surging energy gradually increased during the development process. The surge block shall be removed at regular intervals and a pump or bailer shall be used to remove turbid water from the well. If the well pumps dry, the removal of turbid water shall be performed with a bailer. The use of introduced fluids or air into the screened zone shall be avoided. Well development shall be continued until representative formation water free of the effects of well construction is obtained. Where clean water (or water used to mix mud) has been used during construction of the well, its pH and conductivity shall be recorded for comparison with water produced from the well during development. Representative formation water shall be assumed to have been obtained when pH, temperature and conductivity readings are stable and the water is clear, turbidity not more than 20 NTUs, and the minimum periods of development specified herein have been completed. The Contractor's Geologist shall perform final testing of pH, temperature, turbidity and conductivity.

The County shall be responsible for only the costs of the first two hours of development unless additional time is agreed to in writing.

The Contractor shall perform a slug test with analysis for all new wells immediately after completion of development. Slug test data and analysis shall be reported with other well completion records.

All drilling, sampling and well development equipment shall be steam cleaned with clean, contaminant free water prior to coming on site. This shall also be performed after completion of each well at a safe down gradient distance from that well site before mobilizing to the next well.

Where specified, monitoring well pumps shall be provided and installed by the Contractor within 20 days of well completion. These pumps shall meet the specifications, as specified in Section 2.9 herein.

The Contractor shall provide the County accurate records of well construction, well development, slug test analysis and lithology. A detailed "as-built" monitoring well installation report including slug test results and lithologic information for each site where wells are drilled shall be provided to the County within fifteen days after well completion at a site or, not more than thirty days after any individual well has been completed. This report shall at a minimum contain a completed FDEP Completion Report form plus specific construction information about the materials and depths of well components, a detailed lithologic description, the depth and descriptions of any split spoon samples, depth to water, permeability testing, slug testing, pump information, specific well development information and if applicable, water quality results. Lithologic descriptions shall be based on the ASTM Unified Soil Classification System and include data on color, type of material, and grain size at regular intervals, especially at lithologic changes. This report shall be in both a text and graphical format, containing a location plan showing boring locations and diagrams of individual well construction and materials

encountered. All locations shall be reported in State Plane System coordinates using GPS. All reports shall be submitted in electronic PDF format either via e-mail or CD. Documents scanned into PDF format are not acceptable.

#### **Section 2.4 Well Repairs**

The scope of well repairs will consist of repairs to damaged monitor wells and where required installation of protective bollards around each well (if not already present). An example of repairs to a well might include wells hit by a vehicle with the protective casing being damaged, PVC casing broken and/or concrete pad broken. It may also include replacement of a protective cover or the cap or hinge on an existing protective cover. A repair might involve removing the protective cover and repairing the casing and/or pad and returning the well to a usable condition. If an existing protective cover cannot be reused a new square aluminum protective cover, a 4-foot by 4-foot concrete pad and a new (County furnished) padlock be installed. The cover and/or pad shall be centered on the well. The cover should be set into the ground approximately 2 feet with the casing extending 3-feet above ground surface. County standard for protective covers is a square aluminum cover with a locking cast aluminum slip over cap with no hinge. Should a well casing be damaged to the extent that dirt fell into the casing, the well will also need to be redeveloped to remove any soil or sediment from the casing and to yield water representative of the formation which supplies water to the well.

If a well is damaged to where it cannot be returned to a usable condition, it will be abandoned by grouting as specified below. A new well may be authorized to be installed.

Pricing for repairs should take under consideration, that if the well is not repairable, only mobilization, removable of the old cover and pad and abandonment shall be charged. Conversely, abandonment will not be reimbursable if a well is repaired. Disposal of old materials is the responsibility of the Contractor.

#### **Section 2.5 Deliverables**

The Contractor shall furnish all drilling equipment, materials, and capable personnel to perform the formation sampling, the monitoring well construction, well completion, well development and sampling pumps according to specifications.

The new and repaired wells shall be delivered in a "ready to sample" condition. In the case of new wells they shall be producing a sufficient quantity and quality of water to meet their designed purpose.

The Contractor shall provide to the County reports as described above not later than 20 days after completion of work. All reports shall be signed and sealed by the Geologist overseeing the project.

The County will accept each well only after all well repairs, construction, development, sampling, cleanup and reporting has been performed in a satisfactory manner.



New wells not meeting specifications that are unable to be rehabilitated shall be properly abandoned and replaced with another well meeting specifications at the sole expense of the Contractor.

### **Section 2.6 Performance Schedule**

Work required under this contract shall be provided to the Contractor in a written Work Order format from the County Project Manager that lists the specific tasks to be accomplished. The Contractor shall respond with a written time and cost estimate based on the unit costs below and the time frames required to complete the services. The Contractor and the Project Manager shall mutually agree on the exact time frame to start and complete the Work Order.

At the beginning of each task, the Contractor and the County Project Manager shall establish a schedule of work hours to be followed. Each task shall proceed in a timely manner, with no delays in completion of each task. Work shall follow a Monday through Friday schedule, with no work performed on County holidays unless otherwise agreed upon in advance. If work must continue into darkness, the Contractor shall provide sufficient lighting to provide safe working conditions. Overtime shall not be approved unless specifically approved by the County in writing.

### **Section 2.7 Cost Breakdown**

All charges for individual items shall be contained in the Fee Schedule Form contained herein. Any charges for items not included in the Fee Schedule Form shall be at a rate not higher than the standard prevailing rate for similar services in the Central Florida area.

The County will reimburse the Contractor for actual cost of permits required and will provide site plan information and/or maps required to obtain permits.

### **Section 2.8 Proposed Tasks**

There are currently about 6 wells that require repairs. Additionally, new landfill cells are currently undergoing permit review and will require monitoring wells. Not all the tasks to be performed under this RFP have been fully determined at this time.

### **Section 2.9 Dedicated Monitoring Well Pumps**

Sample Integrity: Dedicated monitoring well bladder pumps and associated equipment must be constructed from recommended and approved EPA and FDEP materials for the collection of truly representative samples. Materials and lift mechanisms must meet the latest United States Environmental Protection Agency standards to guard the integrity of every sample. Low flow sampling equipment may also be specified.

## Description and Specifications of Equipment Required:

TYPE	COMPONENT DESCRIPTION
<b>Bladder Pumps</b>	<ul style="list-style-type: none"> <li>• Dedicated bladder pump for 2 or 4-inch PVC cased wells</li> <li>• Approximately 44" long</li> <li>• 316 Type stainless steel body, Teflon bladder</li> <li>• Teflon connecting fittings</li> <li>• Will withstand 120 psi continuous operating pressure with no modifications</li> <li>• Pump at 0.50 gpm from a depth of 100', with 25' of submergence using 3 SCFM of air at 100 psi</li> <li>• No sample contact with other than Teflon or stainless steel</li> <li>• No air/water sample contact</li> <li>• Field replaceable Teflon bladder (type 62-TFE)</li> <li>• Certified contaminant-free at receipt; pumps must be cleaned according to EPA standards for absence of purgeable halocarbons (601), Purgeable aromatics (602), and Base/neutrals and acid extractables (625). Cleaning verified by an independent laboratory with documentation provided</li> <li>• Must fit inside a standard 2-inch well casing or larger</li> <li>• Will pump dry without damage</li> <li>• All pumps, fittings and attachments must be compatible with Lake County's present Well Wizard equipment</li> </ul>
<b>Purge Pumps</b>	<ul style="list-style-type: none"> <li>• Gas displacement pumps</li> <li>• 316 Type stainless steel</li> <li>• Pump at .50 gpm from a depth of 100', with 25' of submergence using 3 SCFM of air at 100 psi</li> <li>• Certified contaminant-free at receipt; pumps must be cleaned according to EPA standards for absence of purgeable halocarbons (601), Purgeable aromatics (602), and Base/neutrals and acid extractables (625). Cleaning verified by an independent laboratory with documentation provided</li> <li>• Will pump dry without damage</li> <li>• All pumps, fittings and attachments must be compatible with Lake County's present Well Wizard equipment</li> <li>• Withstand 125 psi without damage</li> </ul>
<b>Bladder Pump Tubing</b>	<ul style="list-style-type: none"> <li>• Virgin grade Teflon</li> <li>• No sample contact with other than Teflon</li> <li>• Fully visible and accessible for inspection, replacement or coupling with standard compression fittings</li> </ul>

- Air supply and sample/water discharge tube continuously bonded to each other (no adhesives or mechanical fasteners) for ease of handling, yet manually separable and sealable with standard compression fittings
- Cut to exact length to the nearest foot as specified for each well plus 18-inches for discharge tube
- Sample discharge provides a separate flow path without exposure to pump drive air or purge water
- Bladder pump tubing pre-assembled to the pump and well cap, and factory tested for leakage
- Purge tubing shall be separate from that provided for the bladder pumps
- Purge tubing shall be terminated into a flexible Teflon tube permanently attached just above the top of the cap

**Well Pump Caps  
2-inch and 4-inch**

- Non-lockable design with quick-connect fittings for pump supply on top, and compression type fittings underneath
- Discharge tube shall pass uninterrupted through the cap
- Provided with a minimum of a 0.75" diameter port, to allow for portable electronic water level device
- Teflon elbows for sample discharge or connection for sample discharge and polyethylene for purge discharge
- No glued construction
- All PVC construction except for fittings

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers' Responsibilities**

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance

with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

### 3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover

of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its

contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**RFP TITLE: Construction & Repair of Monitoring Wells and  
Professional Geologic and Hydrogeologic Services**

## NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all direct taxes to the County. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.



## FEE SCHEDULE FORM

Description	Units	Unit Cost
Professional Geologist	Per hour	
Staff Geologist	Per hour	
Environmental Technician	Per hour	
Drafting	Per hour	
Clerical/administration	Per hour	
Labor for repair	Per hour	
Equipment to clean/redevelop well	Per hour	
Waste Containerization (including drum but not disposal)	Per 55 gal Drum	
New 6-inch aluminum protective well cover & concrete pad	Each	
New 8-inch aluminum protective well cover & concrete pad	Each	
Abandonment of 2-inch well	Per foot depth	
Abandonment of 4-inch well	Per foot depth	
Mobilization to site	Per project	
2-inch Sch. 40 threaded PVC casing	Per foot	
4-inch Sch. 40 threaded PVC casing	Per foot	
2-inch Johnson PVC "Vee-wire" well screen or approved equivalent	Per foot	
4-inch Johnson PVC "Vee-wire" well screen or approved equivalent	Per foot	
Install four bollards around one well (materials & labor)	Per well	
Install six bollards around cluster of 2 or 3 wells cluster (materials & labor)	Per well cluster	
Slug test and analysis	Per well	
Dedicated bladder sampling pump	Per pump	
Dedicated purge pump	Per pump	
Bonded tubing for pump	Per foot	
Pump well cap 2-inch with sampling tube	Each	
Pump well cap 4-inch with sampling tube	Each	
Test Hole (SPT)	Per foot	
Split Spoon Sample	Each	
Shelby Tube Sample	Each	
Drilling of Bore Hole – Hollow Stem Auger	Per foot	

<b>2-Inch Well</b>		
Drilling of Bore Hole – Mud Rotary	Per foot	
Cost and Installation of 2” Sch. 40 threaded PVC casing	Per foot	
Cost and Installation of 2” Johnson PVC “Vee-wire” well screen or approved equivalent	Per foot	
Provide and Install bentonite seal	Each	
Provide and Install cement grout	Per foot	
<b>4-inch Well</b>		
Drilling of Bore Hole – Mud Rotary	Per foot	
Cost and Installation of 4” Sch. 40 threaded PVC casing	Per foot	
Cost and Installation of 4” Johnson PVC “Vee-wire” well screen or approved equivalent	Per foot	
Provide and Install bentonite seal	Each	
Provide and Install cement grout	Per foot	
Other Items (Please Specify)		

All materials and labor must meet County’s specifications unless otherwise agreed to in writing.

To evaluate the RFPs submitted, the County will estimate costs for the three sample projects below. This estimate will include all costs associated with the completion of the project to include mobilization, SPTs, split spoon samples, well installation plus Professional and Staff Geologist, drilling, clerical and other services. Hours for each service will be estimated. The examples shown are for evaluation purposes only and are similar to project that will be required under this contract.

#### **EXAMPLE 1**

Construction of one 4” monitor well, 75- foot deep with 10-foot screen length, in an area of “running sands” drilled using mud-rotary. The project includes SPTs, Shelby Tubes, monitor well installation, development, pump installation, slug testing and all field and administrative support.

#### **EXAMPLE 2**

Construction of one 2” monitor well, 50-feet deep with a5-foot screen installed with hollow stem auger. The project includes monitor well installation, development, pump installation, slug testing and all field and administrative support.

#### **EXAMPLE 3 - REPAIRS**

Repairs to a damaged 2-inch well with the casing broken off at land surface and dirt leaking into the well. There is a dedicated bladder pump installed in the well that will be removed and then replaced in the well after completion of repairs. The protective casing and pad will require replacement and since there are no bollards around well, install four to protect from future damage.

**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

**Certification Regarding Acceptance of County Electronic Payable Process**

The vendor will accept payment through the County's VISA- based electronic payment system: ☐ Yes ☐ No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- Attachment 1: Firm Profile Form**
- Attachment 2: Team Composition Form**
- Attachment 3: Equipment List**
- Attachment 4: Proposed Sub Consultant Form**
- Attachment 5: Similar Projects/Reference Form**
- Attachment 6: Volume of Work Form**

**FIRM PROFILE FORM**

1. Firm (or joint venture) Name & Address:	1e. Licensed to do business in the State of Florida? _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1g. Address of office to perform work, if different from Item 1.
1b. Year Firm was established _____  1c. Are you a "Not for Profit" 501(c) (3) organization? Yes _____ No _____ If you answered yes, please provide proof. 1d. Firm is a Certified Minority Business Enterprise  Yes _____ No _____	
2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:          3a. Has this joint venture previously worked together? Yes _____ No _____	

**TEAM COMPOSTION**

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Project Manager		
Professional Geologist(s)		
Staff Geologist(s)		
Drafting		
List other Proposed Members		

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

**PROPOSED EQUIPMENT LIST FORM**

List equipment owned by the bidder which is proposed for utilization with this contract.

Item	Make & Model	Year

**SIMILAR PROJECTS FORM**

Work by firm or individual who best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>  Project Manager (from your firm):	<u>Contact Person:</u>  <u>Title:</u>  <u>Telephone Number:</u>
Completion Date (Actual or Estimated) _____ Estimated Project Cost: \$ _____ Work for which you firm was/is responsible: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).          	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>          	



**VOLUME OF WORK FORM**

List work you have performed or are performing for the Lake County Board of County Commissioners.

Name of Project (include continuing contracts)	Were you the Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract